

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AEROTEK, INC.

Plaintiff,

v.

WEST COAST ELECTRICAL
SERVICES, INC.,

Defendant.

CASE NO. 2:24-cv-01636-JHC

**ORDER GRANTING AEROTEK,
INC.'S MOTION FOR DEFAULT
JUDGMENT**

Before the Court is Plaintiff Aerotek, Inc.'s Motion for Default Judgment. Dkt. # 12. The Court has reviewed the materials filed in connection with the motion, the rest of the file, and the governing law. The Court GRANTS the motion.

I

JURISDICTION & VENUE

The Court has diversity jurisdiction over this matter. *See* Dkt. # 1 at 2; 28 U.S.C. § 1332(a). Also, the Court appears to have personal jurisdiction over Defendant, which is alleged to be a Washington corporation that operates in this State, and which is alleged to have entered into a contract with Plaintiff for services in Washington; also, the claims arise from such services. *See* Dkt. # 1 at 2; *see generally Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797 (9th Cir. 2004). And venue appears to be proper in this District, as Plaintiff alleges the Defendant resides

1 within this venue, the contracted staffing services at issue took place within this venue, and a
 2 substantial part of the events or omissions giving rise to the claim occurred within this venue. Dkt. #
 3 1 at 2; 28 U.S.C. § 1391.

4 II

5 DEFAULT JUDGMENT

6 If a defendant fails to plead or otherwise defend, the clerk enters the party's default. Fed. R.
 7 Civ. P. 55(a). Then, upon a plaintiff's request or motion, the court may grant default judgment for
 8 the plaintiff. Fed. R. Civ. P. 55(b)(2); *see Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980).
 9 On default judgment motions, "[t]he court must accept all well-pled allegations of the complaint as
 10 established fact, except allegations related to the amount of damages." *UN4 Prods., Inc. v.*
 11 *Primozech*, 372 F. Supp. 3d 1129, 1133 (W.D. Wash. 2019) (citing *TeleVideo Sys., Inc. v.*
 12 *Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987)). Courts typically consider these factors when
 13 evaluating a request for a default judgment:
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15 (1) the possibility of prejudice to the plaintiff, (2) the merits of plaintiff's substantive
 16 claim, (3) the sufficiency of the complaint, (4) the sum of money at stake in the
 17 action; (5) the possibility of a dispute concerning material facts; (6) whether the
 18 default was due to excusable neglect, and (7) the strong policy underlying the Federal
 19 Rules of Civil Procedure favoring decisions on the merits.
 20 *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir. 1986). Default judgments are generally
 21 disfavored, so "default judgment is appropriate only if the well-pleaded factual allegations of the
 22 complaint suffice to establish a plaintiff's entitlement to a judgment under the applicable law."
 23 *Dentist Ins. Co. v. Luke St. Marie Valley Dental Grp., P.L.L.C.*, CASE NO. 2:21-cv-01229-JHC,
 24 2022 WL 1984124 (W.D. Wash. Jun. 6, 2022) (citing *DIRECTV, Inc. v. Hoa Huynh*, 503 F.3d 847,
 25 855 (9th Cir. 2007)).

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1 A. Application of *Eitel* Factors

2 1. Prejudice to Plaintiff

3 “[P]rejudice exists where the plaintiff has no recourse for recovery other than default
4 judgment.” *Curtis v. Illumination Arts, Inc.*, 33 F. Supp. 3d 1200, 1211 (W.D. Wash. 2014) (citation
5 and internal quotation marks omitted). Defendant has failed to respond to this action, so default
6 judgment is Plaintiff’s only means for recovery. *See Eve Nevada, LLC v. Derbyshire*, CASE NO.
7 21-0251-LK, 2022 WL 279030 (W.D. Wash. Jan. 31, 2022). Thus, this factor supports default
8 judgment.
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10 2. Merits of Plaintiff’s Claims and Sufficiency of Complaint

11 “Courts often consider the second and third *Eitel* factors together.” *Developers Sur. and*
12 *Indem. Co. v. View Point Builders, Inc.*, CASE NO. C20-0221JLR, 2020 WL 3303046, at *5 (W.D.
13 Wash. Jun. 17, 2022). As mentioned above, the Court must accept all well-pleaded allegations in the
14 complaint as established fact. Accepting such allegations, the complaint suffices to state the causes
15 of action directed against Defendant. Thus, the second and third *Eitel* factors weigh in favor of
16 Plaintiff.
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18 3. Sum of Money at Stake

19 This factor “considers whether the amount of money requested is proportional to the harm
20 caused.” *Sun Life Assurance Co. of Canada v. Estate of Wheeler*, CASE NO. C19-0364JLR, 2020
21 WL 433352, at *4 (W.D. Wash. Jan. 28, 2020). Here, because Plaintiff seeks recovery of the
22 monetary relief directly related to Defendant’s breach of the contract at issue, there is direct
23 proportionality. Thus, the fourth *Eitel* factor supports default judgment.
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25 4. Possibility of Dispute Over Material Facts

26 There is no sign that the material facts are in dispute. And again, “[t]he general rule of law is
27 that upon default the factual allegations of the complaint, except those relating to damages, will be
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1 taken as true.” *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977). Defendant did not
2 appear, so the Clerk correctly entered default against him. *See* Dkt. # 11.

3 5. Probability that Default was Because of Excusable Neglect

4 The sixth *Eitel* factor assesses whether Defendant’s default for failure to appear was because
5 of excusable neglect. *Boards of Trustees of Inland Empire Elec. Workers Welfare Tr. v. Excel Elec.*
6 *Servs., Inc.*, No. 2:21-CV-00200-MKD, 2022 WL 1243663, at *4 (E.D. Wash. Apr. 26, 2022).
7 Generally, courts do not find excusable neglect when defendants were properly served with the
8 complaint. *See, e.g., Maersk Line v. Golden Harvest Alaska Seafood LLC*, No. C20-1140-JLR-MLP,
9 2020 WL 6083464, at *4 (W.D. Wash. Sept. 30, 2020), *report and recommendation adopted*, No.
10 C20-1140 JLR, 2020 WL 6077419 (W.D. Wash. Oct. 15, 2020). Plaintiff establishes that it did
11 properly serve Defendant. *See* Dkt. # 8. So this factor weighs in favor of default judgment.
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13 6. Policy Favoring Decision on the Merits

14 Generally, cases “should be decided upon their merits whenever reasonably possible,” so
15 courts disfavor default judgment on this factor. *Eitel*, 782 F.2d at 1472. But in this case,
16 Defendant’s failure to appear or respond “makes a decision on the merits impractical, if not
17 impossible,” so the Court is not precluded from granting default judgment. *PepsiCo, Inc. v. Cal.*
18 *Sec. Cans*, 238 F. Supp. 2d 1172, 1177 (C.D. Cal. 2002); *see also Empl. Painters’ Trust v. Dahl*
19 *Constr. Servs., Inc.*, CASE NO. C19-1541-RSM, 2020 WL 3639591 (W.D. Wash. July 6, 2020).
20 Thus, default judgment is an appropriate remedy in this case.
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22 In sum, the *Eitel* factors support default judgment.

23 B. Damages; Attorney Fees & Costs.

24 Because the Court does not accept the amount of claimed damages as true in a default
25 judgment motion, it must assess whether Plaintiff’s claimed damages are appropriate to award.
26 *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977). The plaintiff has the burden of
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1 proving its requested damages are reasonable and supported by evidence. *Bd. of Trs. Of the*
2 *Boilermaker Vacation Tr. v. Skelly, Inc.*, F. Supp. 2d 1222, 1226 (N.D. Cal. 2005).

3 The Declaration of Timothy Swift in Support of Aerotek's Motion for Default Judgment and
4 the exhibits thereto provide sufficient evidence to support the damage award requested. Dkt. # 13.
5 Accordingly, the Court concludes that Defendant West Coast Electrical Services, Inc. is liable to
6 Aerotek under the applicable Services Agreement for the following:

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- 8 a. Unpaid invoices for staffing services of \$172,156.18;
 - 9 b. Associated late charges, accrued through December 27, 2024, of \$9,882.55; and
 - 10 c. Reasonable attorneys' fees and costs in an amount to be determined by the Court on
11 filing of a separate petition by Aerotek.

12 Also, the Court AWARDS Aerotek post-judgment interest on the entire award, including
13 attorneys' fees and costs, under 28 U.S.C. § 1961.

14 **Dated** this 22nd day of January, 2025.

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18 JOHN H. CHUN
19 UNITED STATES DISTRICT JUDGE
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